

**STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **DEC 15 2004**

LEASE #GS-11B- 01794

THIS LEASE, made and entered into this date between **VA - 1616 North Fort Myer Limited Partnership**

Whose address is: VA - 1616 North Fort Myer Limited Partnership
C/o Equity Office Properties Trust
Two North Riverside Plaza
Chicago, Illinois 60606

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of **17,548** Rentable Square Feet (RSF) being 15,723 ANSI BOMA Office Area Square Feet (BOASF), and being the entire 5th floor of the building known as 1616 North Fort Myer Drive, as noted on the attached floor plan and made part hereof, with the address being 1616 North Fort Myer Drive, Arlington, VA 22209.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to the renewal right hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$504,079.44 (\$28.73/RSF and \$32.06/BOASF [\$31.81 + \$.25 premium for daytime cleaning]) at the rate of \$42,006.62 per MONTH in arrears, subject to adjustment for increases and decreases in operating costs and real estate taxes as set forth in the lease. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$(b) (4) .25 premium for daytime cleaning), base real estate taxes, and (b) (4) to amortize a tenant improvement allowance of (b) (4) at (b) (4) annual interest. The operating cost base includes the daytime cleaning premium. Rent checks shall be payable to **VA - 1616 North Fort Myer Limited Partnership** at the address shown above or in accordance with the provision on electronic transfer of funds.

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$511,940.88 (\$29.17/ RSF and \$32.56/BOASF [\$32.31+ \$.25 for daytime cleaning]), payable at the rate of \$42,661.74 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 03-018 section 2.4. and SFO Amendment #1, item 8., PRICE STRUCTURE (SFO section 1.8(G). The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

LESSOR AM GOV'T h.m.s

(rev. 6/21/04)

- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, as set forth in the attachment hereto.
- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. (See SFO sections 8.0. through 8.3.) Tenant improvements financed by the Government above the initial \$20.00 per BOASF shall be financed at the annual interest rate of eleven percent (11%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than (b) (4) RSF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment, within 30 days of receipt of a proper invoice for work accepted by the Government as substantially complete. Refer to Form 1364, Attachment 1, regarding maximum fees payable by the Government for improvements and change orders.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) Notwithstanding any provision in the SFO to the contrary, the parties agree the Lessor shall not be liable for a commission payment or rebate to the Government or payment of any cooperating brokerage commission to the Government's authorized brokers or representatives in connection with this lease.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 5.99%, based on 17,548 RSF / 292,826 RSF.
- f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees, for the Tenant Improvements for the Government's space shall be 26%. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC Overtime rate shall be \$68.50 per hour, with a minimum of 4 hours charged for each overtime usage.
- h) Until such time as the lease term and rent under this lease have commenced in accordance with Paragraph 2 above, the Government's current and ongoing temporary occupancy of the premises leased hereby shall continue to be governed by the terms and conditions set forth in Lease No. GS-11B-01687.
- i) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 03-018, 35 pages (Rev. 1/26/04 incorporating Amendment #1)
2. Solicitation Attachment #1, Rate Structure, 3 pages
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation
6. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
7. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 3 pages total
8. GSA Form 3517, General Clauses, 24 pages
9. GSA Form 3518, Representations and Certifications, 4 pages
10. Floor Plan of Leased Area, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: VA - 1616 NORTH FORT MYER LIMITED PARTNERSHIP, By: Equity Office Properties Trust, By: Greg Meyer, Its Vice President

BY (b) (6)

BY Greg Meyer, Vice President

IN PRESENCE OF (b) (6)

ADDRESS Equity Office
1120 20th St. NW
Washington, DC 20036

UNITED STATES OF AMERICA

BY (b) (6)

Larry M. Sutton

DEC 15 2004

CONTRACTING OFFICER, GSA, NCR

**SOLICITATION FOR OFFERS
#03-018**

THE GENERAL SERVICES ADMINISTRATION
HAS VARIOUS REQUIREMENTS TO LEASE
BETWEEN APPROXIMATELY 2,000 AND 440,000 BOMA RENTABLE
(1,800 AND 380,000 BOMA OFFICE USABLE)
SQUARE FEET OF CONTIGUOUS OFFICE AND RELATED SPACE
IN NORTHERN VIRGINIA.

NAME: SANTONI W. GRAHAM

TITLE: CONTRACTING OFFICER

Offerors, Prior to being awarded any contract exceeding \$500,000 (\$1 million for construction), shall be required to submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. This provision does not apply to small business concerns.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

1.0	SUMMARY	4
1.1	AMOUNT AND TYPE OF SPACE (SEP 2000)	4
1.2	AREA OF CONSIDERATION	4
1.3	LOCATION: CITY CENTER (SEP 2000)	4
1.4	LEASE TERM (SEP 2000)	5
1.5	OFFER DUE DATE	5
1.6	OCCUPANCY DATE (SEP 2000)	5
1.7	HOW TO OFFER (SEP 2000)	5
1.8	PRICE STRUCTURE	7
1.9	WARM-LIT SHELL REQUIREMENTS (SEP 2000)	8
1.10	PLANS WITH OFFER (SEP 2000)	9
1.11	BROKER COMMISSION (SEP 2000)	9
1.12	NEGOTIATIONS (SEP 2000)	9
1.13	PRICE EVALUATION (PRESENT VALUE) (SEP 2000)	9
1.14	HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)	10
1.15	LEASE EXECUTION	10
1.16	ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)	11
1.17	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)	11
1.18	LABOR STANDARDS (SEP 2000)	11
1.19	AWARD BASED ON PRICE	11
2.0	MISCELLANEOUS	12
2.1	SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)	12
2.2	TAX ADJUSTMENT (SEP 2000)	12
2.3	PERCENTAGE OF OCCUPANCY	13
2.4	OPERATING COSTS (SEP 2000)	13
2.5	OPERATING COSTS BASE (SEP 2000)	14
2.6	RENTABLE SPACE (SEP 2000)	14
2.7	ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)	14
2.8	COMMON AREA FACTOR (SEP 2000)	14
2.9	APPURTENANT AREAS	14
2.10	VENDING FACILITIES (SEP 2000)	14
2.11	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)	14
2.12	RELOCATION ASSISTANCE ACT	15
2.13	CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS	15
2.14	PROGRESS REPORTS (SEP 2000)	15
2.15	CONSTRUCTION INSPECTIONS	15
2.16	REQUIRED PROOF OF AUTHORITY	15
3.0	GENERAL ARCHITECTURE	15
3.1	QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)	15
3.2	CONSTRUCTION WASTE MANAGEMENT (SEP 2000)	16
3.3	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)	16
3.4	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)	17
3.5	WORK PERFORMANCE (SEP 2000)	17
3.6	BUILDING SYSTEMS (JAN 1997)	17
3.7	SPACE EFFICIENCY (SEP 2000)	17
3.8	FLOOR PLANS AFTER OCCUPANCY	17
3.9	CAD AS-BUILT FLOOR PLANS (SEP 2000)	17
3.10	FLOORS AND FLOOR LOAD (SEP 2000)	18
3.11	EXITS AND ACCESS (SEP 1991)	18
3.12	WINDOWS (SEP 2000)	18
3.13	ACCESSIBILITY (SEP 2000)	18
3.14	LANDSCAPING (SEP 2000)	18
4.0	ARCHITECTURAL FINISHES	18
4.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	18
4.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)	19
4.3	LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)	19
4.4	WOOD PRODUCTS (SEP 2000)	19
4.5	ADHESIVES AND SEALANTS (SEP 2000)	19
4.6	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)	20
4.7	CEILINGS (SEP 2000)	20
4.8	WALL COVERINGS (SEP 2000)	20
4.9	PAINTING (SEP 2000)	21
4.10	DOORS: EXTERIOR (SEP 2000)	21
4.11	DOORS: SUITE ENTRY (SEP 2000)	21

INITIALS: HL & GOV'T
LESSOR

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing an approximate minimum of 2,000 square feet to a maximum of 440,000 square feet of contiguous ANSI/BOMA Office Area Space as defined elsewhere in this solicitation. The ANSI/BOMA Office Area Space must yield a minimum of 1,800 square feet to a maximum of 380,000 contiguous ANSI/BOMA Office Area Square Feet, as defined elsewhere in this solicitation, available for use by the Government for employees, furnishings, and equipment.
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense to determine if the Government's requirement can be accomplished within the offered space and/or when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.

The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.

- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.
- E. Offers in response to AAP solicitations are for "vanilla" office space, with a pre-set dollar per square foot buildout allowance. The outcome of the AAP procurement is an inventory of space proposals that satisfy the minimum requirements set forth in the solicitation. Through an on-going process, GSA will analyze the space requirements of its client agencies, and determine the appropriate procurement strategy to fulfill specific requirements. If a generic space requirement is received that can be satisfied through AAP, and GSA determines to fulfill the requirement through AAP, GSA will select the lowest priced offeror in the inventory whose offer otherwise is consistent with any special requirements of the agency, and forward a proposed lease to that offeror.

This AAP SFO does not guarantee that any specific space requirement will be fulfilled through the AAP and, accordingly, GSA retains full discretion to determine how best to acquire space for its customers. Similarly, offerors are not required to keep their offers open during the period an AAP procurement remains open (generally 12 months). The Government reserves the right to make multiple lease awards in the same building. Current GSA policy provides that the AAP will not be used for a lease when any of the following conditions apply: above prospectus threshold; build to suit (new construction), special space (extensive buildout requirements); complex procurements or those involving Source Selection; or whenever AAP cannot otherwise meet customer agency space needs.

1.2 AREA OF CONSIDERATION

All properties offered to the Government in conjunction with this requirement must be located within the boundaries as follows:

All properties offered to the Government in conjunction with this requirement must be located within Arlington or Fairfax Counties or in the incorporated cities or towns of Alexandria, Fairfax, Falls Church, Herndon, Vienna or Manassas, or within 7 miles of the Washington Dulles International Airport perimeter.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

- A. NEIGHBORHOOD:
Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
- B. PARKING:
The parking-to-square-foot ratio available on-site shall at least meet current local code requirements.
- C. LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants and other employee services such as retail shops, cleaners, banks, etc., must be conveniently located to the offered property.

1.4 LEASE TERM (SEP 2000)

A. Office and Related Space

(1) Offerors shall submit price proposals for:

(i) A five (5) year firm term with no renewal option.

(ii) A five (5) year firm term lease with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the initial 5-year lease. If an option is not offered, it may limit the offeror's opportunity for award.

(iii) A ten (10) year firm term.

(2) Offerors with existing Government leases expiring prior to December 31, 2004, shall submit lease rates for an entirely new lease term (succeeding lease). Lessors of Government leases being competed will be notified and specifically invited in writing to provide an offer. Such Lessors are requested to also submit succeeding lease rates for a one-year extension and a two-year extension for space "as is" without rent increases for real estate taxes or operating expenses throughout the extension period. All other competitive requirements must be met.

(3) The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award. The Government also retains the right to combine multiple space requirements into a single, consolidated lease.

(4) All the terms and conditions contained herein shall prevail throughout the firm and renewal option periods.

B. Parking:

(1) Offerors shall submit price proposals for reserved parking with termination rights upon 60 days notice.

(2) Offerors shall submit price proposals for non-reserved parking with termination rights upon 60 days notice.

(3) Offeror's are requested to provide, if available, an option to lease the entire parking garage for security purposes. Such availability shall be noted on the Attachment to the Form 1364 - "Proposal to Lease Space." This is not a mandatory requirement. However, if a particular agency space need necessitates such a requirement, an offeror's proposal will be eliminated from consideration if it cannot satisfy this need. The parking would be leased in its entirety with all appurtenant areas such as entrance and egress, loading docks and dumpster areas. This area would be leased, secured and controlled by the Government. Security may include guard stations, security devices and closed circuit television, as deemed necessary to ensure access control. Additionally, the tenant agency may reserve the right to install security equipment at the loading dock to screen all non-governmental deliveries into the building. Price proposals for lease of the entire garages shall remain valid for six months after lease award.

1.5 OFFER DUE DATE

A. Initial offers are due by **12:00 PM (noon), Wednesday, May 28th, 2003.**

B. Offers are to remain open until either an Offeror withdraws an offer or until this procurement is replaced with a new Advanced Acquisition procurement.

1.6 OCCUPANCY DATE (SEP 2000)

Space must be ready for tenant improvements and subsequent occupancy in accordance with the "Construction Schedule of Tenant Improvements" Paragraph, Attachment #2 - "Construction Schedule," and the ANSI/BOMA Office Area Square Feet required for each requirement.

1.7 HOW TO OFFER (SEP 2000)

A. Offers are to be submitted as follows:

Hand delivered with the following information clearly indicated on the outside of the package to:

SFO# 03-018

The Bid Deposit Room (Room #1065)

1st Floor of the General Services Administration Building

National Capital Region

Realty Services Division (WPY)

7th & D Streets, SW

Washington, DC 20407

Attention: **Santoni W. Graham**, Contracting Officer

B. No later than the stated time on the offer due date, the following documents, must be submitted completed and signed and/or

initialed:

1. GSA Form 1364 - "Proposal to Lease Space," and its Attachment, reflecting both ANSI/BOMA Office Area and BOMA Office Usable Square Footage.
2. GSA Form 1217 - "Lessor's Annual Cost Statement."
3. Solicitation For Offers (SFO) #03-018.
4. Solicitation Attachments: #1-"Rate Structure," #2-"Construction Schedules (Below 92,000 ANSI/BOMA Office Area Square Feet & Above 92,000 ANSI/BOMA Office Area Square Feet)," and #3-"Scope of Work for DID's and Construction Schedule Tasks (Below 92,000 ANSI/BOMA Office Area Square Feet & Above 92,000 ANSI/BOMA Office Area Square Feet)," and #4 - "Fire Protection and Life Safety Evaluation." The Evaluation submitted with the offer must be completed by a property manager or Certified Fire Protection Engineer (CPFE). (Notwithstanding, in the event an offer is selected for award, an Evaluation must be completed by a licensed CPFE and submitted prior to lease execution.)
5. GSA Form 3517, General Clauses.
6. GSA Form 3518, Representatives and Certifications.
7. One set of as-built floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. All architectural features of the space must be accurately shown. Space not offered shall be crosshatched and noted accordingly. Additionally, offerors shall submit CAD files of the space offered with architectural features as described in Subparagraph 1.1(c) under "Amount and Type of Space." Lastly, a BOMA 'Global Summary of Areas' for the entire building - indicating offered spaces shall be submitted, and this shall be certified by a registered architect.
 - a. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 10 business days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
9. For offerors that are offering space that is being offered for any other Government space requirements, provide a written statement disclosing that the space is being offered for other Government requirements, as well as the names of the Government employees with whom this space is being discussed.
10. With regard to tenant improvements; the total cost of markups for the offeror's general contractor's overhead & profit, general conditions, all management/coordination fees, architectural & engineering fees, and any other profits or fees to be charged against the tenant improvements, including change orders shall be disclosed on the Attachment to form 1364 "Proposal to Lease."
11. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
12. If an agent is submitting offers on behalf of more than one owner, each offer must include a written statement from the owner in which the owner acknowledges and consents to the agent offering on behalf of other owners. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
13. GSA will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including, but not limited to, a right of first offer or refusal. Offerors shall certify that no such option or arrangement encumbers the space offered to GSA, by checking the appropriate box on the Attachment to Form 1364 "Proposal To Lease."

- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

1.8 PRICE STRUCTURE

- A. Each Offeror must specify on GSA Form 1364 (or Attachment thereto) and/or Solicitation Attachment #1 - "Rate Structure," as applicable; the floor and location of the space offered; the date when space is available for start of tenant improvements; the applicable rental rates and amortization rates; the cost of amortization; ANSI/BOMA Office Area Square Feet of space offered; the concessions package offered; the number of months of free rent offered; parking; general contractor's overhead and profit, general conditions, any management/coordination fees, architectural & engineering fees, and any other fees or profits to be charged against initial tenant improvements, including change orders; and an indication of whether a requirement for existing space leased by the Government can be procured under a superseding and/or succeeding lease arrangement. The base rate offered should be flat without escalations over the applicable term (firm term, renewal term).
- B. Offerors may structure their price proposals in one of the following ways:
- (1) Offerors may submit a single proposal offering one or more spaces in the project of space at a constant price per square foot.
 - (2) Offerors may submit a single proposal offering lower rates for larger quantities of space. If multiple leases are executed under a single proposal and this solicitation, and the leases are coterminous, then the rental rate the Government will pay shall be based on the cumulative total square footage under lease at that time.
- C. Offerors for new leases must submit firm term base rental rates that include meeting the warm-lit shell specifications (see Section 1.9). Such offerors will also be required to fund up to \$40 per BOMA OUSF for tenant improvements if requested by the government. Such funding shall be reimbursed by the government by lump sum payment or amortized over the firm term as additional rent. Offerors shall specify on Solicitation Attachment #1, Rate Structure, an interest rate for amortizing tenant improvements from \$0 to \$20.00 per square foot, and an interest rate for amortizing tenant improvements from \$20.01 to \$40.00 per square foot. The Government will determine the amount of tenant improvements to be funded within 45 days after lease award.
- D. Offerors with existing government leases shall offer base rental rates for succeeding leases that include repainting the space upon a succeeding lease award, and every five years thereafter throughout the lease term, including option periods, if exercised. Such offerors will be required to fund additional tenant improvements requested by the government, up to \$20 per BOMA OUSF. Such additional funding shall be reimbursed by the government by lump sum payment or amortized over the firm term as additional rent. Offerors shall specify on Solicitation Attachment #1, Rate Structure, an interest rate for amortizing tenant improvements up to \$20.00 per square foot. The Government will determine the amount of tenant improvements to be funded within 45 days after lease award. The existing base building and warm, lit shell portion of the space shall be made fully handicapped accessible per Paragraph 3.13 - "Accessibility and Seismic Safety" specific to tenant improvements at the Lessor's cost (i.e. door hardware, ramps, and egress). In the event that the Government elects to alter the configuration of the existing space, it shall be made fully handicapped accessible per Paragraph 3.13, but the Government shall pay the difference between the cost the Lessor would bear to make the existing space fully accessible and the cost to make the reconfigured space fully accessible. Specialty items shall be at the Government's expense (i.e. millwork, countertops, interior tenant signage, audio/visual systems in hearing/training type rooms) and will be identified by the Government.
- E. The offered rates for new and succeeding leases shall also include the Offeror, at its cost, re-painting the space five years after lease commencement under this solicitation and every five (5) years thereafter, and shall be performed after normal working hours. During re-painting, the building's mechanical system shall be operated continuously with no additional cost to the Government. The Offeror shall also be responsible for moving and providing boxes for all Government furnishings, employee belongings and equipment which must be moved to repaint the Premises, except as described below:
- (1) Systems furniture - The Government tenant shall pay the cost to disconnect electric, disassemble, reassemble and reconnect electric.
 - (2) Computer equipment - The Government tenant shall pay the cost to disconnect, disassemble, move and replace, reassemble and reconnect.
 - (3) Telecommunications equipment - The Government tenant shall pay the cost to disconnect, disassemble, reassemble and reconnect.
 - (4) Unique (i.e. requiring special handling), excessively heavy (e.g. safes, Lectrivers), or oversized equipment and furnishings - The Government shall pay the cost to move the equipment and furnishings. The Government will identify those items unique to each requirement.
- F. The offered rates for firm and option periods shall include the Offeror maintaining the Warm-Lit Shell in "good repair and

G. In the event the Government exercises a renewal option for the lease, the rent payable by the Government throughout the renewal lease term shall be the rate offered by the Offeror under this Solicitation and accepted by the Government, plus cumulative CPI increases in operating costs versus the original base. Also, each year during the renewal term, the Government shall continue to make a lump sum payment or receive credit for the increase or decrease in taxes versus the original tax base.

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

- SFO NO. 03-018
(Rev. 1/26/04 incorporating Amendment #1)

INITIALS: _____ & _____
LESSOR GOV'T

14. *Demolition.* Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
15. All of the above improvements are described in more detail hereinafter in this SFO.
16. Any alterations necessary for the building shell to meet the SFO requirements shall be included in the building shell rate.

1.10 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.11 BROKER COMMISSION (2003)

The Government reserves the right to authorize a broker to provide tenant representation services to the Government in connection with individual lease transactions. However, only a GSA Contracting Officer can make decisions that can bind the Government, and only a GSA Contracting Officer is authorized to execute the lease on behalf of the Government, or issue binding commitments on behalf of the Government.

If the Offeror is being represented by a broker, brokerage firm, or brokerage consultant (including "third-party" brokers, "in-house" brokers, and legal or non-legal brokerage consultants), the identity of such shall be disclosed by the Offeror as part of its offer.

The Offeror shall disclose on GSA Form 1364, in the manner specified therein (expressed either as a percentage of gross rents or as a fixed dollar amount), all cooperating brokerage fees that are scheduled to be paid by the Lessor or its agents as part of the proposed transaction.

If a cooperating brokerage commission is available (as evidenced on GSA Form 1364 and as verified by the documentation referred to above), such will be evaluated by the Government consistent with the paragraph of this Solicitation for Offers entitled "Price Evaluation." If the Government does not elect to use a broker to represent it with regard to a specific lease acquisition, the Government reserves the right to convert the value of the commission offered into free rent, which will be applied to the first installments of rent due.

Any cooperating brokerage commission identified in the Lessor's offer shall be available for use and disbursement at the Government's sole discretion and direction, 50 percent upon lease execution and 50 percent upon lease commencement.

By submission of its offer and/or execution of the Lease, the Offeror/Lessor represents and warrants that no other brokers or brokerage firms other than those referenced in its offer have represented the Offeror/Lessor in this transaction, and that no other brokerage fees and/or commissions other than those specifically identified are due and/or payable in connection with this transaction.

1.12 NEGOTIATIONS (SEP 2000)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.13 PRICE EVALUATION (PRESENT VALUE) (SEP 2000)

- A. A separate annualized present value per ANSI/BOMA Office Area Square Feet will be determined for each distinct offer and lease term.
- B. Offerors are required to submit their price proposals with a breakout of their rate structure on the Attachment #1 - "Rate Structure."
- C. The evaluation of each distinct offer for new or existing space will be on the basis of the average annual (annualized) price per BOMA Office Usable Square Foot (including option periods). The Government will perform the annualized present value per BOMA Office Usable Square Foot evaluation using the following method:

- (1) The annual base rent per BOMA Office Usable Square Foot specified in Attachment #1 for the individual offer and the evaluated term, shall be discounted annually at 5.0 percent to yield an annualized present value amount per BOMA Office Usable Square Foot.
 - (2) Then, the annual operating expenses per BOMA Office Usable Square Foot, as offered for the initial term, will both be escalated at 2.5 percent compounded annually and discounted annually at 5.0 percent for each year of the evaluated term. The resulting figure will be added to the annualized present value amount in subparagraph (1) to yield a total annualized gross present value amount per BOMA Office Usable Square Foot.
 - (3) To the total annualized gross present value amount derived in subparagraphs (1) and (2) will be added the following applicable costs:
 - (i) The annual amortized rent per ANSI/BOMA Office Area Square Feet for the estimated tenant improvements necessary to prepare the offered space for its intended use and occupancy (over the initial term), discounted annually at 5.0 percent;
 - (ii) The annualized amount per BOMA Office Usable Square Foot of any items which are to be paid by lump sum payment;
 - (iii) The annualized present value amount per BOMA Office Usable Square Foot of any estimated relocation costs including, but not limited to, telecommunications, moving costs, swing space, and agency downtime and disruption;
 - (iv) The annualized amount per BOMA Office Usable Square Foot for parking for official Government vehicles, escalated and then discounted as described in subparagraphs (1) and (2) above; and
 - (v) The total cost of markups for the offeror's general contractor's overhead & profit, general conditions, management/coordination fees, architectural/engineering fees, and other profits and/or fees to be charged against the evaluated tenant improvement amount of up to \$40.00 per BOMA Office usable square foot projected budget.
 - (4) The sum of the above paragraphs 1, 2, and 3, less free rent, and less the per ANSI/BOMA Office Area square foot amount of the proposed cooperating brokerage commission, will be the per ANSI/BOMA Office Area square foot present value cost of the offer for price evaluation purposes.
- D. For purposes of price evaluation, the Government, at its sole discretion, retains the right to:
- (1) Decide what portion of the estimated tenant improvement allowance is used for price evaluation purposes and lease award; and,
 - (2) Choose the length of lease term to be evaluated for purposes of award.
 - (3) Estimate the anticipated overtime HVAC usage for a specific space requirement, and use the offeror's offered HVAC overtime rate.

1.14 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.15 AWARD, LEASE EXECUTION (MAY 2003)

- A. At the conclusion of negotiations, final revised proposals will be requested. At the expiration of the time for receipt of such proposals, all offers that satisfy the minimum requirements set forth in this solicitation will be evaluated in accordance with Section 1.13 (Price Evaluation) of the SFO, and ranked accordingly.
- If a generic space requirement is received that can be satisfied through AAP, and GSA determines to fulfill the requirement through AAP, GSA will select the lowest priced offeror in the inventory whose offer otherwise is consistent with any special requirements of the agency, designate that offeror as the apparent proposed successful offeror, and forward a proposed lease to that offeror.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,

2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government does not occur until execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful offeror. Receipt of a proposed lease from the Government does not constitute a binding commitment by the Government to issue a lease; only a notification that the offeror is the apparent proposed successful awardee.
- D. The tenant improvement allowance to be provided by Lessor to Government for tenant improvements shall be made available at lease execution. Final determination of the tenant improvements allowance usage and any cash payments due to the Lessor shall be made after completion of negotiations and acceptance of work.

1.16 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.17 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.18 LABOR STANDARDS (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.amet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

1.19 AWARD BASED ON PRICE

- A. Lease award will be made to the responsible Offeror who has submitted the lowest priced offer as determined by price evaluation (see Paragraph 1.13 - "Price Evaluation"); historical preference (see Paragraph 1.14 - "Historic Preference"); and meets all the requirements of this solicitation.
- B. The Government reserves the right to make multiple lease awards.
- C. The Government reserves the right to choose between the different terms offered when making its award determinations.

2.0 MISCELLANEOUS

2.1 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

2.2 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are the real estate taxes for the first 12-month period coincident with full assessment and occupancy under the lease procured through this SFO.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 - 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the

due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

2.3 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

2.4 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment. The agreed-upon initial operating costs shall be stated on the SF-2 or other lease document.
- B. The amount of adjustment will be determined by multiplying the operating costs by the percent change in the revised Consumer Price Index (CPI) for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- C. The first percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.
- D. Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the escalated operating costs from the previous year..
- E. Payment will be made by adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be **effective** on the anniversary date of the lease. Payment of the adjusted rental rate will become **due** (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the lease anniversary date (adjustment effective date).
- F. If the Government exercises an option to renew the lease term, annual adjustments will continue in the manner described above, and unless otherwise amended, the original base amount and base index shall also be the base amount and base index throughout the renewal term. The rent payable by the Government throughout the renewal lease term shall be the rate offered by the Offeror under this Solicitation and accepted by the Government, plus cumulative CPI increases in operating costs versus the original base. Also, each year during the renewal term, the Government shall continue to make a lump sum payment or receive credit for the increase or decrease in taxes versus the original tax base.
- G. If the operating costs change, such as for an expansion/contraction of space, the next annual adjustment shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the expansion space has been under contract for at least one year. For expansions not occurring on the anniversary date of the lease, the adjustment shall be due and **payable on the second anniversary date of the lease following the effective date of the expansion**. The first rent adjustment on the change in operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the change in operating costs shall be added to the other escalated operating costs and only one calculation shall be made.
- H. In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the operating costs shall be reestablished in the agreement to take the additional space. The new operating costs shall be a prorated blend of the escalated original operating costs and the operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (d) above, and operating cost rental

adjustments shall continue to be made on the anniversary date of the lease.

- I. In the event of a decrease in the CPI during the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in the rent provided under this clause.

2.5 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

2.6 RENTABLE SPACE (SEP 2000)

Rentable space is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

2.7 ANSI/BOMA OFFICE AREA SQUARE FEET (USABLE SQUARE FEET, OR USF (SEP 2000))

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitors closets, telephone and electrical closets, mechanical rooms elevator lobbies and public or fire safety egress corridors are not included in the definition of ANSI/BOMA Office Area Square Feet (USF).

2.8 COMMON AREA FACTOR (SEP 2000)

The Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

2.9 APPURTENANT AREAS

The right to use appurtenant areas and facilities in common with other tenants, Lessor, and their employees and agents is included. The Government reserves the right to post Government rules and regulations where the Government leases space. The Lessor will maintain and provide repairs to the loading dock at Lessor's expense.

2.10 VENDING FACILITIES (SEP 2000)

- A. In buildings with greater than 15,000 ANSI/BOMA Office Area space or more than 100 Federal Employees, space may be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

2.11 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
- C. The rate will be based upon the cost per square foot of those services, which will not be required during a period of vacancy for all or part of the space leased. The Government shall have the right to effect this adjustment upon at least 30 days written notice to the Lessor. Following the notice period, the annual rental will be reduced by the adjustment rate. The Government will be responsible to provide the Lessor at least 15 days written notice whenever vacant space is reoccupied and full services are required. Upon re-occupancy, the rental reduction will be terminated.

2.12 RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

2.13 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS

A. Schedule:

The schedule in Attachment #2 and #3 is based upon the design of a standard tenant build out which costs up to \$40.00 per BOMA Office Usable Square Foot ("Standard Build-Out). The Government will be responsible for the design costs of any tenant improvements.

A. Delay:

Delays by the county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

B. Rent Commencement:

The rent commencement date shall be the date of space acceptance made by the Government. However, if Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Solicitation Attachment #2 - "Construction Schedule." Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis as liquidated damages per the "Default in Delivery" paragraph of the Form 3517.

C. Lease Commencement:

The lease commencement date shall be the same day as the rent commencement date defined above. The Government shall issue a Supplemental Lease Agreement establishing the lease commencement date after the acceptance of all space.

2.14 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 14 calendar days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

2.15 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

2.16 REQUIRED PROOF OF AUTHORITY

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership – Copy of Partnership Agreement
- B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- D. Joint Venture – Copy of Joint Venture Agreement
- E. Company – Copy of formation document indicating who can bind the company

3.0 GENERAL ARCHITECTURE

3.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be

in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entranceway. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. ceiling grid and tile;
 - 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - 3. duct work and HVAC equipment;
 - 4. wiring and electrical equipment;
 - 5. aluminum and/or steel doors and frames;
 - 6. hardware;
 - 7. drywall;
 - 8. steel studs;
 - 9. carpet, carpet backing, and carpet padding;
 - 10. wood;
 - 11. insulation;
 - 12. cardboard packaging;
 - 13. pallets;
 - 14. windows and glazing materials;
 - 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 - 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

3.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other

Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

3.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

3.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

3.6 BUILDING SYSTEMS (JAN 1997)

No more than once per year at the Government's request, the Lessor shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

3.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

3.8 FLOOR PLANS AFTER OCCUPANCY

- A. Within sixty (60) days of the Contracting Officer's request, the Lessor shall provide the Government with current as-built plans of the Government's space on CAD at no additional cost as described elsewhere in this solicitation.
- B. The Lessor will be responsible to maintain as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.
- C. One complete set of as-built plans for the tenant improvements will be provided to the Government at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, then Lessor shall provide another set of plans to replace the defective set. Any further plans will be at the cost of the Government.

3.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge)

tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

3.10 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

3.11 EXITS AND ACCESS (SEP 1991)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA standard no. 101, except that there must be at least 2 separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44 inches clear width. Scissors stairs count as only one exit. The two most remote exits on each floor must be separated by a distance equal to at least: 1/4 (Virginia or District of Columbia in sprinklered buildings); 1/3 (Maryland in sprinklered buildings); or 1/2 (all jurisdictions in unsprinklered buildings) the long rectangular dimension of the floor, and the maximum length of dead-end corridors and common paths of travel is 20 feet (District of Columbia); or 50 feet (Maryland and Virginia).

3.12 WINDOWS (SEP 2000)

- A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.
- B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

3.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

3.14 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- A. The Contracting Officer shall approve the landscaping to be provided.

4.0 ARCHITECTURAL FINISHES

4.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the

Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

4.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
 1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

4.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 7 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 10 working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.
- D. Partitions in public areas must be marble, granite, hardwood, or sheetrock covered with durable vinyl wall covering or other equivalent finish acceptable to the Contracting Officer.
- E. Exposed interior floors in primary entrances and lobbies must be marble, granite, terrazzo, or other equivalent finish acceptable to the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors must be marble, granite, terrazzo, durable vinyl composite tile, or other equivalent finish acceptable to the Contracting Officer. Carpeting in building common areas shall be replaced when backing or underlayment is exposed; or there are noticeable variations in surface color or texture.
- F. Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless the Contracting Officer approves another covering.

4.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

4.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the

requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

4.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

4.7 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 11 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

4.8 WALL COVERINGS (SEP 2000)

- A. BUILDING SHELL:
 - 1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
 - 2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.
- B. TENANT IMPROVEMENT INFORMATION:
 - 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
 - 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

4.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

4.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

4.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

4.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

4.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

4.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

4.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

4.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

4.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

4.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.
- D. **TENANT IMPROVEMENT INFORMATION:**
1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
 2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
 3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
- E. **INSTALLATION:**
- Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

4.19 CARPET: BROADLOOM (SEP 2000)

- A. Any carpet to be newly installed shall meet the following specifications:
1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
 2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
 3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
 4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
 5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
 6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
 7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

4.20 ACOUSTICAL REQUIREMENTS (SEP 2000)

- A. **BUILDING SHELL:**
1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
 2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
 3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
 4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

4.21 WINDOW COVERINGS (SEP 2000)

- A. **TENANT IMPROVEMENT INFORMATION:**
1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal

blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

2. **Draperies.** If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.

4.22 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper proof directory, acceptable to the Contracting Officer, with lock shall be provided in the building lobby. The directory shall list all Government agencies, sub-agencies, divisions, and officials as requested by the Contracting Officer at lease rental commencement and shall be paid for by the Lessor. The space used by the Government on the directory shall be proportionate to the percent of Government occupied space in the building. The Lessor shall purchase and install appropriate signage for the building directory.

5.0 MECHANICAL, ELECTRICAL, PLUMBING

5.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

5.2 ENERGY COST SAVINGS (SEP 2000)

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

5.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

5.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

5.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

3. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

5.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

5.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Thermostats shall be set to maintain temperatures between 70° F and 74° F during the heating season and between 74° F and 78° F during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

5.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent standard will apply.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

5.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

5.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

5.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

5.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
2. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
3. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

1. Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.
2. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

5.14 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

5.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

5.16 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground

level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

5.17 LIGHTING: INTERIOR AND PARKING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

- a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards.
- c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
- d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

6.0 SERVICES, UTILITIES, MAINTENANCE

6.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

- A. The Lessor as part of the rental consideration shall provide services, utilities, and maintenance. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies during normal hours.
- B. At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option

term base operating expenses and service and utility rate per square foot shall also be negotiated.

6.2. NORMAL HOURS

- A. Services, utilities, and maintenance will be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 4:00 pm on Saturdays excluding Sundays and federal holidays.
- B. Should the Government use the space during the building's normal operating hours, the Government shall not be charged for HVAC overtime usage during those hours.

6.3. OVERTIME USAGE (VARIATION)

- A. The overtime rate for utilities for the warm-lit shall and government demised area is:

\$ _____ per hour for additional hours beyond the Normal Hour Schedule.

\$ _____ per hour for Sundays or holidays. A minimum of _____ hours will be charged for each usage.

The Sunday and holiday rates include engineering fees. These rates shall escalate in a manner consistent with Operating Cost Escalation (section 2.4).

- B. The Government shall have access to the leased space at all times without additional payment, including the use, during the other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- C. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- D. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- E. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

6.4. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

6.5. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing, which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

6.6. JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/environ/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

6.7 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer once every two (2) years.

6.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

6.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

6.10 SECURITY (SEP 2000)

- A. During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently monitored 24 hours a day by a GSA-approved, class A commercial monitoring station, and provide a level of security which reasonably deters unauthorized entry to the leased space.
- B. The Lessor shall, upon request of the Contracting Officer, deter loitering or disruptive acts in and around the space leased during duty hours.
- C. The Lessor must provide a detailed outline of the building standard security system.

- D. In cases of a building emergency, or where building security has been compromised/breached, the GSA Buildings Manager and the GSA Federal protective service must be notified immediately by the Lessor and/or the Lessor's agent.
- E. At the Government's expense, the Government retains the right to implement security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice.

6.11 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

6.12 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

7.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

7.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

7.2 FIRE AND LIFE SAFETY (MAY 2003)

- A.
- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in NFPA Standard 101, *Life Safety Code*, or any successor standard thereto, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If offered space is 3 stories or more above grade, the Offeror shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government-demised area in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- C. If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror shall advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.
- D. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA Standard 101, or local code, whichever is more stringent.

7.3 SPRINKLER SYSTEM (SEP 2000)

- A. If any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 ANSI/BOMA

Office Area square feet of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety.

- B. If an Offeror proposes to satisfy any requirement of this paragraph by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 101-6.6 for guidance on conducting an equivalent level of safety analysis.
- C. Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.
- E. All Offerors are required to complete Attachment #4 "Fire Protection and Life Safety Evaluation" included with this Solicitation for Offers. The Attachment #4 for all potential succeeding lease offers shall be completed prior to final revised proposals.

7.4 MANUAL FIRE ALARM SYSTEMS (SEP 2000)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this SFO). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department (NFPA Standard 72) or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.

7.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

7.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

7.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

7.8 RADON IN AIR (SEP 2000)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

7.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

7.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

7.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.0 TENANT IMPROVEMENTS

8.1 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses. The Government may amortize up to a maximum Tenant Improvement Allowance of \$40.00 per ANSI/BOMA Office Area Square Foot above Warm-Lit Shell.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, Architecture and Engineering fees, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO DEMOLITION COSTS OR COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

8.2 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
 2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
 3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
 4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

8.3 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

- A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements as part of the initial offer that will be negotiated and made apart of the lease

agreement.

2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
3. No building shell items shall be included in the competitive proposal.
4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
6. The Government shall have the option to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process as specified in Attachment #2 Construction Schedule.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in Attachment #2 Construction Schedule.